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19 Proximo Spirits, Inc.

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
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PROXIMO SPIRITS, INC.,

Plaintiff,

v.

GREEN LAKE BREWING CO., LLC
d/b/a FREMONT BREWING CO.; and
DOES 1-10, inclusive.

Defendant.

Case No. 2:22-cv-02879-SPG-SK

STIPULATED PROTECTIVE
ORDER

Judge: Hon. Steve Kim
Magistrate Judge

Crtrm: 540, 5th Floor

1 1. A. PURPOSES AND LIMITATIONS

2
3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order. The parties acknowledge that this
8 Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as set forth
12 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective
13 Order does not entitle them to file confidential information under seal; Civil Local
14 Rule 79-5 sets forth the procedures that must be followed and the standards that will
15 be applied when a party seeks permission from the court to file material under seal.
16

17 B. GOOD CAUSE STATEMENT

18
19 This action is likely to involve trade secrets, customer and pricing lists, and
20 other valuable research, development, commercial, financial, technical and/or
21 proprietary information for which special protection from public disclosure and
22 from use for any purpose other than prosecution of this action is warranted. Such
23 confidential and proprietary materials and information consist of, among other
24 things, confidential business or financial information, information regarding
25 confidential business practices, or other confidential research, development, or
26 commercial information (including information implicating privacy rights of third
27 parties), information otherwise generally unavailable to the public, or which may be
28 privileged or otherwise protected from disclosure under state or federal statutes,

1 court rules, case decisions, or common law. Accordingly, to expedite the flow of
 2 information, to facilitate the prompt resolution of disputes over confidentiality of
 3 discovery materials, to adequately protect information the parties are entitled to keep
 4 confidential, to ensure that the parties are permitted reasonable necessary uses of
 5 such material in preparation for and in the conduct of trial, to address their handling
 6 at the end of the litigation, and serve the ends of justice, a protective order for such
 7 information is justified in this matter. It is the intent of the parties that information
 8 will not be designated as confidential for tactical reasons and that nothing be so
 9 designated without a good faith belief that it has been maintained in a confidential,
 10 non-public manner, and there is good cause why it should not be part of the public
 11 record of this case.

12 13 2. DEFINITIONS

14 2.1 Action: Case No. 2:22-cv-02879-SPG-SK.

15 2.2 Challenging Party: a Party or Non-Party that challenges the
 16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 18 how it is generated, stored, or maintained) or tangible things that qualify for
 19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 20 the Good Cause Statement, which includes information that the parties wish to
 21 protect from public disclosure, such as internal communications concerning the
 22 parties’ respective business practices and decisions, as well as documents relating
 23 to draft marketing materials and marketing practices.

24 2.4 HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY:
 25 information that is so designated by the producing party. The designation
 26 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be used only for the
 27 following types of past, current, or future “HIGHLY CONFIDENTIAL”
 28 information: (1) sensitive and previously undisclosed information, including

1 current research, technical, development, and manufacturing information and
2 trademark prosecution information, (2) sensitive and previously undisclosed
3 business information that would put the party producing such information at a
4 competitive disadvantage if such information were disclosed to officers and
5 employees of the party to which such information is produced, (3) sensitive and
6 previously undisclosed financial information (including without limitation
7 profitability reports or estimates, percentage fees, design fees, royalty rates,
8 minimum guarantee payments, sales reports, sale margins, as well as the identity of
9 suppliers, distributors and potential or actual customers, (4) previously undisclosed
10 business plans, product development information, or marketing plans, technical
11 information, including technical analyses or comparisons of competitor's products,
12 as well as undisclosed marketing information, including marketing analyses or
13 comparisons of competitor's products and strategic product planning, or (5) any
14 other CONFIDENTIAL information the disclosure of which to non-qualified people
15 subject to this Stipulated Protective Order the producing party reasonably and in
16 good faith believes would likely cause harm.

17 2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as
18 their support staff).

19 2.6 Designating Party: a Party or Non-Party that designates information
20 or items that it produces in disclosures or in responses to discovery as
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY."

23 2.7 Disclosure or Discovery Material: all items or information, regardless
24 of the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced
26 or generated in disclosures or responses to discovery in this matter.

27 2.8 Expert: a person with specialized knowledge or experience in a matter
28 pertinent to the litigation who has been retained by a Party or its counsel to serve as

1 an expert witness or as a consultant in this Action.

2 2.9 In-House Counsel: attorneys who are employees of a party to this
3 Action. In-House Counsel does not include Outside Counsel of Record or any other
4 outside counsel.

5 2.10 Non-Party: any natural person, partnership, corporation, association,
6 or other legal entity not named as a Party to this action.

7 2.11 Outside Counsel of Record: attorneys who are not employees of a
8 party to this Action but are retained to represent or advise a party to this Action and
9 have appeared in this Action on behalf of that party or are affiliated with a law firm
10 which has appeared on behalf of that party, including support staff.

11 2.12 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.14 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.15 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.”

23 2.16 Receiving Party: a Party that receives Disclosure or Discovery
24 Material from a Producing Party.

25
26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or
2 compilations of Protected Material; and (3) any testimony, conversations, or
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 7 4. DURATION

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees
10 otherwise in writing or a court order otherwise directs. Final disposition shall be
11 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
12 or without prejudice; and (2) final judgment herein after the completion and
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
14 including the time limits for filing any motions or applications for extension of time
15 pursuant to applicable law.

16 17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.

19 Each Party or Non-Party that designates information or items for protection under
20 this Order must take care to limit any such designation to specific material that
21 qualifies under the appropriate standards. The Designating Party must designate for
22 protection only those parts of material, documents, items, or oral or written
23 communications that qualify so that other portions of the material, documents,
24 items, or communications for which protection is not warranted are not swept
25 unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper
28 purpose (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as the case may be (hereinafter "CONFIDENTIAL legend"), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend"

1 to each page that contains Protected Material. If only a portion or portions of the
2 material on a page qualifies for protection, the Producing Party also must clearly
3 identify the protected portion(s) (e.g., by making appropriate markings in the
4 margins).

5 (b) for testimony given in depositions that the Designating Party identify
6 the Disclosure or Discovery Material on the record, before the close of the
7 deposition all protected testimony.

8 (c) for information produced in some form other than documentary and
9 for any other tangible items, that the Producing Party affix in a prominent place on
10 the exterior of the container or containers in which the information is stored the
11 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
12 EYES ONLY," as the case may be. If only a portion or portions of the information
13 warrants protection, the Producing Party, to the extent practicable, shall identify the
14 protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive
17 the Designating Party's right to secure protection under this Order for such material.
18 Upon timely correction of a designation, the Receiving Party must make reasonable
19 efforts to assure that the material is treated in accordance with the provisions of this
20 Order.

21 22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the Court's
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Civil Local Rule 37-1 et seq., and if necessary, file a
28 discovery motion.

1 6.3 Notwithstanding the Challenging Party being the Movant under Local
2 Rule 37, the burden of persuasion in any such challenge proceeding shall be on the
3 Designating Party. Frivolous challenges, and those made for an improper purpose
4 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may
5 expose the Challenging Party to sanctions. Unless the Designating Party has waived
6 or withdrawn the confidentiality designation, all parties shall continue to afford
7 the material in question the level of protection to which it is entitled under the
8 Producing Party's designation until the Court rules on the challenge.

9
10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that
12 is disclosed or produced by another Party or by a Non-Party in connection with
13 this Action only for prosecuting, defending, or attempting to settle this Action.
14 Such Protected Material may be disclosed only to the categories of persons and
15 under the conditions described in this Order. When the Action has been
16 terminated, a Receiving Party must comply with the provisions of Section 13 below
17 (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at
19 a location and in a secure manner that ensures that access is limited to the
20 persons authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the Court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated
24 "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as
26 well as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;

28 (b) the officers, directors, and employees (including In-House Counsel)

1 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom
3 disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a
11 custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in
13 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
14 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
15 they will not be permitted to keep any confidential information unless they sign the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
17 agreed by the Designating Party or ordered by the Court. Pages of transcribed
18 deposition testimony or exhibits to depositions that reveal Protected Material may
19 be separately bound by the court reporter and may not be disclosed to anyone except
20 as permitted under this Stipulated Protective Order; and

21 (i) any mediator or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the parties engaged in settlement discussions.

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
25 in writing by the Designating Party, a Receiving Party may disclose any information
26 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
27 only to:

28 (a) Outside counsel of record for the Receiving Party in this action,

1 and the partners, associates, secretaries, paralegal assistants, and employees of such
2 counsel to the extent reasonably necessary to render professional services in the
3 action, outside copying services, document management services and graphic
4 services;

5 (b) Court officials involved in this action (including court reporters,
6 persons operating video recording equipment at depositions, and any special master
7 appointed by the Court);

8 (c) Any person designated by the Court in the interest of justice, upon
9 such terms as the Court may deem proper;

10 (d) Any outside Expert employed by Outside Counsel of record who
11 are reasonably necessary for development and presentation of that party's case and
12 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

13 (e) Any witness during the course of discovery, so long as it is stated
14 on the face of each document designated "HIGHLY CONFIDENTIAL –
15 ATTORNEYS' EYES ONLY" being disclosed that the witness to whom a party is
16 seeking to disclose the document was either an author, recipient, or otherwise
17 involved in the creation of the document. Where it is not stated on the face of the
18 confidential document being disclosed that the witness to whom a party is seeking
19 to disclose the document was either an author, recipient, or otherwise involved in
20 the creation of the document, the party seeking disclosure may nonetheless disclose
21 the confidential document to the witness, provided that: (i) the party seeking
22 disclosure has a reasonable basis for believing that the witness in fact received or
23 reviewed the document, (ii) the party seeking disclosure provides advance notice to
24 the party that produced the document, and (iii) the party that produced the document
25 does not inform the party seeking disclosure that the person to whom the party
26 intends to disclose the document did not in fact receive or review the documents.
27 Nothing herein shall prevent disclosure at a deposition of a document designated
28 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to the officers,

1 directors, and managerial level employees of the party producing such “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information, or to any
3 employee of such party who has access to such “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY” information in the ordinary course of such
5 employee’s employment.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY,” as the case may be, that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification
13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order
15 to issue in the other litigation that some or all of the material covered by the
16 subpoena or order is subject to this Protective Order. Such notification shall include
17 a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be
19 pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this
22 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY,” as the case may be, before a determination by the court from which
24 the subpoena or order issued, unless the Party has obtained the Designating Party’s
25 permission. The Designating Party shall bear the burden and expense of seeking
26 protection in that court of its confidential material, and nothing in these provisions
27 should be construed as authorizing or encouraging a Receiving Party in this Action
28 to disobey a lawful directive from another court.

1
2 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
3 PRODUCED IN THIS LITIGATION

4 (a) The terms of this Order are applicable to information produced by a
5 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
6 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced
7 by Non-Parties in connection with this litigation is protected by the remedies and
8 relief provided by this Order. Nothing in these provisions should be construed as
9 prohibiting a Non-Party from seeking additional protections.

10 (b) All Documents produced in this Proceeding by a third party shall
11 initially be kept as "Highly Confidential – Attorney's Eyes Only" for a period of
12 fifteen (15) business days. During this period, any Party may, in accordance with
13 the terms and restrictions of this Protective Order, designate those produced
14 documents as "Confidential" or "Highly Confidential – Attorney's Eyes
15 Only". Under such circumstances, that Party will provide the other Parties with: (a)
16 written notification of the designations; and (b) copies of the designated documents,
17 marked according to the terms of this Protective Order.

18 (c) In the event that a Party is required, by a valid discovery request, to
19 produce a Non-Party's confidential information in its possession, and the Party is
20 subject to an agreement with the Non-Party not to produce the Non-Party's
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party
23 that some or all of the information requested is subject to a confidentiality agreement
24 with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated
26 Protective Order in this Action, the relevant discovery request(s), and a reasonably
27 specific description of the information requested; and

28 (3) make the information requested available for inspection by the Non-

1 Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this Court within
3 14 days of receiving the notice and accompanying information, the Receiving Party
4 may produce the Non-Party's confidential information responsive to the discovery
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
6 not produce any information in its possession or control that is subject to the
7 confidentiality agreement with the Non-Party before a determination by the Court.
8 Absent a court order to the contrary, the Non-Party shall bear the burden and
9 expense of seeking protection in this Court of its Protected Material.

10
11 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
13 Protected Material to any person or in any circumstance not authorized under this
14 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
15 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
16 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
17 or persons to whom unauthorized disclosures were made of all the terms of this
18 Order, and (d) request such person or persons to execute the "Acknowledgment and
19 Agreement to Be Bound" that is attached hereto as Exhibit A.

20
21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
22 PROTECTED MATERIAL

23 When a Producing Party gives notice to Receiving Parties that certain
24 inadvertently produced material is subject to a claim of privilege or other protection,
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
27 procedure may be established in an e-discovery order that provides for production
28 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and

1 (e), insofar as the parties reach an agreement on the effect of disclosure of a
2 communication or information covered by the attorney-client privilege or work
3 product protection, the parties may incorporate their agreement in the stipulated
4 protective order submitted to the Court.

5
6 12. MISCELLANEOUS

7 12.1 Right to Relief. Nothing in this Order abridges the right of any person
8 to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order, no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material
16 may only be filed under seal pursuant to a court order authorizing the sealing of the
17 specific Protected Material at issue. If a Party's request to file Protected Material
18 under seal is denied by the court, then the Receiving Party may file the information
19 in the public record unless otherwise instructed by the court.
20

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in Section 4
23 (DURATION), within 60 days of a written request by the Designating Party, each
24 Receiving Party must return all Protected Material to the Producing Party or destroy
25 such material. As used in this subdivision, "all Protected Material" includes all
26 copies, abstracts, compilations, summaries, and any other format reproducing or
27 capturing any of the Protected Material. Whether the Protected Material is returned
28 or destroyed, the Receiving Party must submit a written certification to the

1 Producing Party (and, if not the same person or entity, to the Designating Party) by
2 the 60 day deadline that (1) identifies (by category, where appropriate) all the
3 Protected Material that was returned or destroyed; and (2) affirms that the Receiving
4 Party has not retained any copies, abstracts, compilations, summaries, or any other
5 format reproducing or capturing any of the Protected Material. Notwithstanding this
6 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
7 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
8 deposition and trial exhibits, expert reports, attorney work product, and consultant
9 and expert work product, even if such materials contain Protected Material. Any
10 such archival copies that contain or constitute Protected Material remain subject to
11 this Protective Order as set forth in Section 4 (DURATION).

12
13 14. Any willful violation of this Order may be punished by any and all appropriate
14 measures including, without limitation, contempt proceedings and/or
15 monetary sanctions.

16
17 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

18
19 DATED : June 21, 2023

20 RESCH POLSTER & BERGER LLP

21 By: /s/Andrew V. Jablon

22 Attorneys for Plaintiff

23
24 DATED: June 21, 2023

25 By: /s/Kelly A. Mennemeier

26 Kelly A. Mennemeier

27 Attorneys for Defendant

SIGNATURE ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

DATED: June 21, 2023

RESCH POLSTER & BERGER LLP

By: /s/ Andrew V. Jablon

ANDREW V. JABLON

Attorneys for Plaintiff and Counterclaim
Defendant Proximo Spirits, Inc.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: June 26, 2023



Honorable Steve Kim

United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its
 entirety and understand the Stipulated Protective Order that was issued by the United
 States District Court for the Central District of California on _____ [date] in the
 case of *Proximo Spirits, Inc. v. Green Lake Brewing Co., LLC d/b/a Fremont
 Brewing Co.*, Case No. 2:22-cv-02879-SPG-SK. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order, and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or type
 full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____